DOCUMENT RESUME

ED 119 539 HE 007 231

AUTHOR Dubeck, Leroy W.
TITLE Collective Bargaining: A View from the Faculty. Orientation Paper No. 7.
INSTITUTION American Association of State Colleges and Universities, Washington, D.C.; Association of American Colleges, Washington, D.C.; National Association of State Universities and Land Grant Colleges, Washington, D.C.
SPONS AGENCY Carnegie Corp. of New York, N.Y.
PUB DATE Oct 75
NOTE 8p.

EDRS PRICE MF-$0.83 HC-$1.67 Plus Postage
DESCRIPTORS Attitudes; Case Studies; *Collective Bargaining; *College Faculty; *Contracts; Grievance Procedures; *Higher Education; Teacher Administrator Relationship; *Unions
IDENTIFIERS AAUP; American Association of University Professors; *Temple University

ABSTRACT

In the spring of 1971, the Temple University faculty indicated its intention to adopt collective bargaining. The American Association of University Professors (AAUP) won the election in 1972 to be the faculty bargaining representative. One of the first issues that faced the faculty was to reorganize the structure of its AAUP chapter along lines more suitable to its role as collective bargaining agent. A revised constitution was adopted in May 1974. Particular features of the contract were: (1) that outside arbitrators are not utilized; and (2) that a discussion session is held each semester. Implementing the contract involved a great deal of cooperation between Temple University administration and the AAUP. The AAUP contract has proven an invaluable tool to resolve problems. Evidence indicates that there is a better working relationship at Temple between the administration and AAUP than exists at many other institutions under collective bargaining. (Author/KE)

****
* Documents acquired by ERIC include many informal unpublished *
* materials not available from other sources. ERIC makes every effort *
* to obtain the best copy available. Nevertheless, items of marginal *
* reproducibility are often encountered and this affects the quality *
* of the microfiche and hardcopy reproductions ERIC makes available *
* via the ERIC Document Reproduction Service (EDRS). EDRS is not *
* responsible for the quality of the original document. Reproductions *
* supplied by EDRS are the best that can be made from the original. *
****

ED119539

Academic Collective Bargaining Information Service
1818 R Street, N.W. / Washington, D. C. 20009 / 202/387-3760

George Ward Angell
Director

Edward P. Kelley, Jr., Esq.
Assistant Director

ORIENTATION PAPER #7
October 1975

COLLECTIVE BARGAINING: A VIEW FROM THE FACULTY

by
Leroy W. Dubeck*

This is a companion piece to Dr. Gemmell's paper, "Collective Bargaining: A View From the Presidency." These two papers will help to allay the concerns expressed by so many faculty and administrators to the effect that faculty collective bargaining will somehow destroy the academic community. ACBIS invited Dr. Dubeck to prepare this paper showing how the administration and the faculty union at Temple University have used unionization as an instrument for strengthening cooperation in pursuit of academic excellence.

Edward P. Kelley, Jr.
Associate Director

George W. Angell
Director

* Leroy W. Dubeck is Associate Professor of Physics, and President, AAUP Chapter, Temple University, Philadelphia, Pennsylvania.

U S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

HE 007231

Sponsored by the Association of American Colleges, the American Association of State Colleges and Universities, and the National Association of State Universities and Land Grant Colleges. Funded by the Carnegie Corporation of New York.

Collective Bargaining: A View From the Faculty

by

Leroy W. Dubeck

This paper will deal with the collective bargaining experience of Temple University from the unit determination hearings through the implementation of our first contract. As the Chief Faculty Negotiator of our first contract, as well as AAUP Chapter President, my comments will reflect the faculty's attitudes towards collective bargaining in higher education.

Temple University, located in Philadelphia, Pennsylvania is a large urban institution with more than 30,000 students enrolled and a total faculty of nearly 2,000. It receives about 40% of its total income from the Commonwealth of Pennsylvania and is referred to as one of the three State Related Universities in Pennsylvania. Its Board of Trustees is partially appointed by the Commonwealth.

The American Association of University Professors (AAUP) is the oldest and largest professional organization among college and university faculty. It has approximately 75,000 members nationally, with chapters in approximately 1300 institutions throughout the United States. Several years ago, the Association decided to employ collective bargaining as an additional means of securing and protecting academic freedom and tenure standards, as well as achieving economic gains. AAUP has long been recognized for its formulation of basic governance principles; its 1940 Statement of Principles on Academic Freedom and Tenure are accepted by almost all higher education institutions in the United States.

As a labor organization, AAUP is a newcomer. This has both advantages and disadvantages. On the one hand, it is not tied by past practice to the so-called industrial model (adversarial model) of collective bargaining. On the other hand, its staff and financial resources devoted to collective bargaining are by no means as large as those of its two major rival organizations in higher education collective bargaining, the National Education Association (NEA) and the American Federation of Teachers (AFT). At present AAUP represents nearly 20,000 faculty members at 35 colleges and universities.

In the spring of 1971, the Temple faculty clearly indicated its intention to adopt collective bargaining. A survey conducted by the faculty favored collective bargaining. Various groups on campus then began to organize and collect authorization cards to represent the faculty. One group was affiliated with AFT and another (an offshoot of the Faculty Senate Salaries Committee) later became affiliated with NEA. The Temple Chapter of AAUP, after much soul searching, also entered the race.

Authorization cards were collected by all three organizations and were presented to the Pennsylvania Labor Relations Board (PLRB) in June, 1971. Protracted hearings then commenced on October 7,

1971 and ended on April 21, 1972, after approximately 30 days of testimony before a PLRB hearing officer. During these hearings, the Temple administration argued for a comprehensive unit of all full time faculty at Temple, including law, medicine, and dentistry, as well as many hundreds of support personnel. The three unions, while maintaining somewhat separate positions on the support personnel, all agreed on excluding the faculty of law, medicine and dentistry. All three unions wanted department chairpersons included, while the Temple administration argued that they were supervisory and thus should be excluded. The PLRB rendered its decision on August 11, 1972. The bargaining unit of 1300 was to exclude the faculty of the medical, dental and law schools, while including the department chairpersons in the bargaining unit. The decision also included somewhat ambiguous guidelines for determining which support professionals and which librarians were to be included.

Elections took place in October and December of 1972. The first election result was:

AFT	328
AAUP	303
NEA	280
NO REPRESENTATIVE	183

This first ballot showed conclusively that an agent would be chosen since No Representative received only 17% of the valid 1084 votes cast, and therefore, would not be included on the run-off ballot. Approximately 250 members of the proposed bargaining unit did not vote.

Since no one achieved a majority on the first ballot, there was a run off between the top two finishers in the first election. AAUP won that run off by a vote of 676 to 437. The key factor in the run off election, in my opinion, was that AAUP was viewed as primarily a professional organization employing collective bargaining as an additional means of achieving its goals. It was viewed as the more conservative organization which would be less likely to strike. AFT on the other hand, was considered more militant and strike prone. Despite the endorsement of AFT by the former leaders of the NEA Committee, the AFT/NEA was decisively defeated.

One of the first issues that faced the faculty was to reorganize the structure of the AAUP Chapter along lines more suitable to its role of collective bargaining agent. A revised constitution was finally adopted in May, 1974. During the intervening period there were differences of opinion among factions within the faculty, and within its elected AAUP Executive Committee concerning some provisions to be included in the contract. In late April, 1974, the so-called "militant" group resigned en masse from both the Executive Committee and the Negotiating Team. A new Negotiating Team, having a common viewpoint, then successfully concluded a contract in July, 1974. The contract was ratified by a vote of 387 to 135 and covers the period July 1, 1973 - July 1, 1976.

It is difficult for me to be completely objective about the gains and losses to the faculty, but I shall try. The contract can be divided into three major areas: economic, governance, and grievance machinery. Let us deal with them in reverse order.

The grievance machinery, culminating in binding arbitration, is far more comprehensive in certain specified narrow areas than the appeals procedure that had been previously available through the Faculty Senate. It provided for three levels of dealing with grievances starting with the Department Chairpersons, then the Dean, and finally the Academic Vice President. A grievance not resolved at that level could be settled in binding arbitration, if the AAUP supported it. As of the writing of this article, almost 12 months after the contract was ratified, no grievance has gone to binding arbitration. Most grievances have been resolved at the earlier two levels, while several which have progressed to the vice presidential level have resulted, in each case, in concurrence between the Temple Administration and the AAUP Grievance Committee (in two cases in favor of the grievant, in one case against, and in two remaining cases by a compromised solution). It is my opinion that a great many other "grievances" were resolved to the faculty member's satisfaction without the formal filing of a grievance simply because the existence of formal machinery fostered an informal discussion and resolution. From the faculty's point of view one of the most difficult problems associated with the grievance mechanism is to get a sufficient number of competent volunteers who are willing to contribute their time and energy to processing and resolving the grievances of others. A total of about 70 faculty, librarians, and academic professionals are involved in a fairly elaborate AAUP grievance machinery. One of the reasons for so few grievances going to the vice presidential level, and none going beyond it to binding arbitration, lies in the dedication and talent of the 60 AAUP "Operational Representatives," at the Department and College level, and the twelve member University Grievance Committee, which interacts at the vice presidential level. Also, Meet and Discuss Sessions, described later, helped to minimize grievances.

In the areas of governance, the major changes involved the election of department chairpersons, the partial opening of personnel files, and a stronger faculty involvement in tenure and retrenchment decisions.

The AAUP contract calls for the faculty to determine by majority vote the method of selecting a chairperson. It strongly urges, but does not mandate absolutely, that the method adopted be that of democratic balloting. The Dean may then reject the Department's nominee and ask that a second name be submitted. The dean may reject that nominee also and appoint an Acting Chairperson, but must account for his actions to the faculty of the college. The latter is politically extremely difficult for any Dean, and in no instance has this occurred during the first year under the contract (there are about 70 departments in the bargaining unit).

The article on open personnel files is a compromise between the viewpoint that the individual should have access to everything in his/her file in order to be able to defend oneself against unwarranted criticism or unfair reviews of one's research work and the opposite view that confidentiality is necessary for the peer review system. The Temple Administration believed that outside reviews of research credentials would become rather vague and bland if they were to be shown to the faculty member involved. The compromise involved the use of summaries of reviews of one's academic credentials being made available to the individual with the reviewers remaining anonymous. The chief problem in implementing this part of the contract has been the time required of department chairpersons and/or deans to write these summaries. This work is not yet completed for the files of all 1300 members of the bargaining unit.

The retrenchment clause includes minimum notice and agreement to attempt to solve the problem by use of natural attrition. The order of retrenchment is based primarily on seniority; part time time faculty are to be released first, followed by full time untenured and lastly full time tenured. The existence of financial exigency would first have to be discussed with AAUP and, if necessary, proved to an outside arbitrator before retrenchment could take place. If an order of retrenchment other than that specified above is sought by either the Administration or the AAUP, it must be placed before a committee consisting of at least 9 faculty out of the 12 members. Thus the faculty would have the determinative decision making power to vary from the seniority approach. This clause is viewed positively by the faculty. Interestingly, key administrative officers have also praised it because it contains detailed procedures for varying from a purely seniority system to take account of such factors as academic excellence, affirmative action goals, etc.

Another clause, which should be of particular interest to administrators and faculty alike, deals with tenure. This is generally viewed as the most important personnel decision to be made concerning faculty. Prior to collective bargaining, if a faculty member at Temple was denied tenure at the departmental, or at the college level (i.e. by the Dean, or by the President) he/she could appeal to an elected Faculty Senate Personnel Committee which would render a decision on the case. Consideration of both procedural violations as well as substantive matters was permitted. Its decision, however, was purely a recommendation to the President and to the Board of Trustees who made the final, legally binding decision. The position of AAUP, supported virtually unanimously by the faculty, was that only the faculty had the expertise to make these academic decisions. This point was the one most vigorously contested during the contract negotiations. Undoubtedly the Board of Trustees was concerned with giving up its right to make the final decision because of fear that the faculty might act irresponsibly and grant tenure to everyone.

The following compromise was arrived at during negotiations:

1. The Faculty Senate Personnel Committee first must support an appeal by a faculty member who has been denied tenure through the normal channels of department committee and department chairperson, Dean, and then the President.

2. If the Senate Personnel Committee recommends in favor of tenure, and the President (following a second review of the case) does not agree to grant tenure, then the AAUP and the Temple administration each in essence appoint 3 members of a tenure arbitration panel and these 6 in turn appoint 3 others. All nine members of this panel must be members of the Temple Community. This committee is then empowered to make the final, legally binding decision to grant tenure, deny tenure, or remand for reconsideration (with an additional one year contract if that is needed in order to complete the reconsideration). It may consider both the substance of the tenure question as well as possible procedural violations.

One important point to note is that outside arbitrators are not utilized. It was a mutual concern of both the administration and many faculty members that the judgment of outside professional arbitrators not be substituted for the judgment of the Temple faculty and administrators.

The results to date are that while 78 faculty were granted tenure (and a somewhat smaller number denied tenure) under the preexisting tenure procedures this past year, only 2 cases required the formation of such tenure arbitration panels because of a disagreement between the President and the Senate Personnel Committee. Interestingly, the Temple administration appointed only faculty members as its choices to both tenure arbitration panels. In each case, however, the administration made clear that it reserved the right to appoint administrators to future tenure arbitration panels. The results were that the first committee of 9 faculty voted against tenure by 7-2! Certainly, our (admittedly sparse) experience showed that this kind of procedure does not result in all faculty getting tenure because of the contract. The point to be stressed is that tenure standards were most emphatically not eroded.

Some procedural points concerning our tenure clause probably need further minor modifications. For example, it was exceedingly difficult to find mutually acceptable individuals to serve on a tenure panel commencing its work in July because almost all faculty and administrators are on vacation during August. These are small details to remedy in future negotiations. It is my understanding that the Temple administration has been reasonably satisfied with the operation of this unique "Temple model" tenure clause in higher education contracts.

Finally, turning to the third area, economic benefits, the

Temple faculty achieved an economic package of about a 30% increase in salaries and fringe benefits over the three year contract. One aspect worth mentioning is that there are salary increases every six months rather than every year. Unquestionably, the members of the Temple bargaining unit, faculty, librarians, and academic professionals alike, achieved better salary increases and improved fringe benefits than if they had remained without a collective bargaining agent.

Implementing the contract has involved a great deal of cooperation between the Temple administration and the AAUP. The Chief Negotiator for the Temple administration, the Vice President for Personnel Resources, and I toured together each of eleven colleges within the bargaining unit to meet with Deans, Department Chairpersons, and AAUP Operational Representatives to explain the contract and to answer questions concerning its implementation. For example, approximately 3 1/2% out of the total 30% economic package was devoted to merit and inequity salary increases. The methods for apportioning these funds was discussed at each of these meetings in considerable detail. Having printed copies of the complete contract quickly distributed to all bargaining unit members also helped to avoid some grievances arising from a possible misunderstanding of what was included in the contract.

My impression from talking to other higher education union leaders is that we have a better working relationship at Temple between the administration and AAUP than exists at many institutions under collective bargaining. One feature of the contract which contributed to this sense of cooperation is a specified "Meet and Discuss" session each semester. We have resolved about fifteen matters concerning interpretation and implementation of the contract at these sessions and the results have been signed and published Memoranda of Understanding between the Temple administration and AAUP. These Memoranda have served to solve problems that would otherwise have either festered unresolved (angering the faculty) or would have gone to grievance and possibly binding arbitration.

In conclusion, the AAUP contract has proved an invaluable tool to resolving a relatively small number of sticky tenure cases, it has resolved a good many grievances which would otherwise have adversely affected faculty morale, and has corrected a substantial fraction (although by no means all) of the salary inequities existing at Temple. A commission, specified in the contract, is now dealing with the question of redressing all salary inequities based on sex or race by the end of this contract. Overall, I would say that the faculty, librarians and academic professionals, are reasonably satisfied with collective bargaining under AAUP. What the future holds remains to be seen.